

COMMONWEALTH OF VIRGINIA
DEPARTMENT OF THE TREASURY

INVITATION FOR BIDS UCP 05-007

for

PUBLICATION SERVICES

JODY M. WAGNER
STATE TREASURER

Tina Mizelle
Procurement Officer

March 1, 2005

INVITATION FOR BIDS

Issue Date: March 1, 2005 **IFB #:** UCP 05-007

Title: Publication Services

Issuing Agency: Department of the Treasury
Attn: Tina Mizelle, Procurement Officer
P.O. Box 1879
Richmond, Virginia 23218-1879

Using Agency: Department of the Treasury
Division of Unclaimed Property

Period of Contract: On or before **April 1, 2005 – March 31, 2008** with the option to renew for up to two (2) additional one (1) year periods, in accordance with the terms and conditions found herein.

Bid Due Date & Opened: Sealed bids will be received until **3:00 p.m. on Wednesday, March 23, 2005** and then opened in public.

Inquiries: Fax or e-mail inquiries are preferred. Please direct all inquiries to the Procurement Officer, Tina Mizelle by fax (804) 225-3187 or E-mail: tina.mizelle@trs.virginia.gov.

If Bids are Mailed: Mail to the Issuing Agency (above), adding the following line: **IFB UCP 05-007 Publication Services.**

If Bids are Hand Delivered: Deliver to: Department of the Treasury, James Monroe Building, 3rd Floor, 101 N. 14th Street, Richmond, VA 23219, Attn: Tina Mizelle, Procurement Officer, **IFB UCP 05-007 Publication Services.**

Optional Pre-Bid Conference: An optional pre-bid conference will be held on **Friday, March 11, 2005 at 10:00 a.m.** at the Department of the Treasury, 101 N. 14th Street, 3rd floor, Treasury Board Room, Richmond, VA 23219. The purpose of this conference is to allow potential bidders an opportunity to present questions and obtain clarification relative to any facet of this solicitation. While attendance at this conference will not be a prerequisite to submitting a bid, bidders who intend to submit a bid are encouraged to attend. Bring a copy of the solicitation with you. Any changes resulting from this conference will be issued in a written addendum to the solicitation and will be posted on the Department's website www.trs.virginia.gov.

In compliance with this Invitation For Bids and to all the conditions imposed therein and hereby incorporated by reference, the undersigned Bidder agrees to provide publication services at the rates indicated in **Section VII, PRICING SCHEDULE.**

| | |
|-------------------|--------------------------------|
| Bidder's Name: | By (Signature in Ink): |
| Complete Address: | Name (please print) and Title: |
| | Date: |
| City/State/Zip: | Federal Identification Number: |
| Telephone Number: | Facsimile Number: |

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SECTION I PURPOSE

The purpose of this Invitation for Bids ("IFB") is to solicit qualified vendors through competitive bidding to establish a contract for publication services for the Department of the Treasury ("Treasury"), Division of Unclaimed Property's ("the Division") statutory publication of owners of unclaimed property. (Specifics of services required are itemized under the "Statement of Needs" section on page 1 of this IFB.) The purpose of establishing a contract for publication services is to provide a mechanism to locate the rightful owners of the unclaimed property as named in this publication and to return their property to them.

SECTION II SCOPE OF WORK/DESCRIPTION OF ITEMS

A. BACKGROUND:

Pursuant to §55-210.13 of the *Code of Virginia*, the State Treasurer annually publishes a list of recently reported owners of unclaimed property in approximately thirty newspapers across Virginia. The publication must be placed in an English language newspaper of general circulation in the area in which is located the last known address of the persons named in the notice. This notice must be entitled "Commonwealth of Virginia Unclaimed Property List" and contain the names (in alphabetical order) and account numbers of persons listed. The notice must also contain a statement that information concerning the account may be obtained by contacting the State Treasurer.

B. STATEMENT OF NEEDS:

The Contract shall require the Contractor to:

1. Contact each newspaper (as many as 50 newspapers) and obtain a price for either the publication of owner names and account numbers based upon the number of names, account numbers and related information to be published in the classified section of each publication or obtain three estimates of the cost of printing regional inserts and the cost of insertion into the newspaper based on the size of the insert and the number of inserts required (see ATTACHMENTS A-D for samples). The State Treasurer will determine the ad format to be used (classified ad or insert).
2. Coordinate delivery of electronic files to each newspaper within specified time frame, ensuring that publication requirements, as provided by the Treasury, are clearly understood and agreed to by each newspaper and/or printer.
3. Deliver each proof copy back to the Department of the Treasury, Unclaimed Property Division, within specified time frames, as mutually agreed upon to meet publishing deadlines.
4. Deliver approved proofs back to newspapers within specified time frames, as mutually agreed upon to meet publishing deadlines.

5. Provide proof of publication from each newspaper to the Department of the Treasury, Unclaimed Property Office, including a copy of the newspaper for the day a classified ad was placed, or 5 copies of any regional insert, within specified time frames, as mutually agreed upon.
6. Protect the confidentiality of all Department of the Treasury supplied information, including the contents of all electronic media by securing a confidentiality agreement from the newspapers and printer, upon the request of the Treasury.
7. Invoice the Department of the Treasury, Division of Unclaimed Property, within 14 days of publication, detailing the charges for services provided. If the process used involves printing regional inserts, the invoice should reflect the amount charged by the printer to print each regional insert and amount charged by each newspaper for inserting the publication, and the amount charged for services provided by the Contractor. If the process used involves publishing the owner names in a legal classified ad, the invoice should reflect the amount charged by each newspaper for each ad, specifying the total number of names, total charge and the resulting charge per name and the amount charged for services provided by the Contractor.

C. TREASURY RESPONSIBILITIES:

1. In order to obtain cost estimates, Treasury will furnish the estimated number of names to be published in each newspaper, names of newspapers that will be utilized, proposed publication date, hard copy or electronic version of required notice, inquiry form, explanatory information, and example of the format of the publication.
2. For the actual publication data, Treasury will provide the list of names on a diskette or via e-mail in any of the following formats: MSWord, Excel, or ASCII format. Remaining data to be included in the publication will be provided in MSWord.

SECTION III OPTIONAL PRE-BID CONFERENCE

An optional pre-bid conference will be held on **Friday, March 11, 2005 at 10:00 a.m.** at the Department of the Treasury, 101 N. 14th Street, 3rd Floor, Treasury Board Room, Richmond, VA 23219. The purpose of this pre-bid conference is to allow potential bidders an opportunity to present questions and obtain clarification relative to any facet of this solicitation. While attendance at this conference will not be a prerequisite to submitting a bid, bidders who intend to submit a bid are encouraged to attend. Bring a copy of the solicitation with you. Any changes resulting from this pre-bid conference will be issued in a written addendum to the solicitation and will be posted on the Department's website www.trs.virginia.gov.

SECTION IV GENERAL TERMS AND CONDITIONS

- A. **VENDOR'S MANUAL:** This solicitation is subject to the provisions of the Commonwealth of Virginia Vendor's Manual and any changes or revisions thereto, which are hereby incorporated into this Contract in their entirety. The procedure for filing contractual claims is in section 7.19 of the Vendor's Manual. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at www.dgs.virginia.gov/dps under "Manuals."
- B. **APPLICABLE LAWS AND COURTS:** This solicitation and any resulting Contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the Contract of any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia*, § 2.2-4366). ADR procedures are described in Chapter 9 of the Vendor's Manual. The Contractor shall comply with applicable federal, state and local laws and regulations.
- C. **ANTI-DISCRIMINATION:** By submitting their bids, bidders certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the Virginia Public Procurement Act (VPPA). If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the Contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).

In every contract over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of this Contract, the contractor agrees as follows:
 - * The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, age, disability, or any basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - * The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity

employer.

- * Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
- 2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- D. **ETHICS IN PUBLIC CONTRACTING:** By submitting their bids, Bidders certify that their bids are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Bidder, supplier, manufacturer or subcontractor in connection with their bid, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.
- E. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By submitting their bids, the Bidders certify that they do not and will not during the performance of this Contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.
- F. **DEBARMENT STATUS:** By submitting their bids, Bidders certify that they are not currently debarred from submitting bids on contracts by any agency of the Commonwealth of Virginia, nor are they an agent of any person or entity that is currently debarred from submitting bids on contracts by any agency of the Commonwealth of Virginia.
- G. **ANTITRUST:** By entering into a contract, the Contractor conveys, sells, assigns and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of the action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said Contract.
- H. **MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS FOR IFBs:** Failure to submit a bid on the official state form provided for that purpose shall be a cause for rejection of the bid. Modification of or additions to any portion of the Invitation for Bids may be cause for rejection of the bid; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a bid as non-responsive. As a precondition to its acceptance, the Commonwealth may, in its sole discretion, request that the Bidder withdraw or modify non-responsive portions of a bid which do not affect quality, quantity, price, or delivery. No modification of or addition to the provisions of the Contract shall be effective unless reduced to writing and signed by the parties.
- I. **CLARIFICATION OF TERMS:** If any prospective Bidder has questions about the specifications or other solicitation documents, the prospective Bidder should contact the buyer whose name appears on the face of the solicitation no later than five working days before the

due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.

J. PAYMENT:

1. To Prime Contractor:

- a. Invoices for items ordered, delivered and accepted shall be submitted by the Contractor directly to the payment address shown on the Purchase Order/Contract. All invoices shall show the state Contract number and/or purchase order number, and the federal employer identification number.
- b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- c. All services provided under this Contract or purchase order, that are to be paid for with public funds, shall be billed by the Contractor at the Contract price, regardless of which public agency is being billed.
- d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- e. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia* § 2.2-4363).

2. To Subcontractors:

- a. A contractor awarded a contract under this solicitation is hereby obligated:
 - (1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the Contract; or

- (2) To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
 - b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the Contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U.S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.
 3. Each prime contractor who wins an award in which provision of a SWAM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the Contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.
- K. PRECEDENCE OF TERMS: The following General Terms and Conditions *VENDOR'S MANUAL*, APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS, CLARIFICATION OF TERMS, PAYMENT shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.
- L. QUALIFICATIONS OF BIDDERS: The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the Bidder to perform the work/furnish the item(s), and the Bidder shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect the Bidder's physical facilities prior to award to satisfy questions regarding the Bidder's capabilities. The Commonwealth further reserves the right to reject any bid if the evidence submitted by, or investigations of, such Bidder fails to satisfy the Commonwealth that such Bidder is properly qualified to carry out the obligations of the Contract and to complete the work/furnish the item(s) contemplated therein.
- Bidders are to provide three (3) references for which similar services have been performed (refer to SECTION VIII, ATTACHMENTS, Attachment E for format).**
- M. TESTING AND INSPECTION: The Commonwealth reserves the right to conduct any

test/inspection it may deem advisable to assure goods and services conform to the specifications.

- N. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the Contractor in whole or in part without the written consent of the Commonwealth.
- O. **CHANGES TO THE CONTRACT:** Changes can be made to the Contract in any one of the following ways:
1. The Purchasing Agency may order changes within the general scope of the Contract at any time by written notice to the Contractor. Changes within the scope of the Contract include, but are not limited to things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The Contractor shall comply with the notice upon receipt. The Contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the Contract, if the work to be done can be expressed in units, and the Contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the Contractor's records and/or to determine the correct number of units independently; or
 - c. By ordering the Contractor to proceed with the work and to keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the Contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The Contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the Contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this Contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia's Vendor's Manual. Neither the existence of a claim or a dispute resolution process, litigation or any other provision of this Contract shall excuse the Contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.

2. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the Contract.
- P. **DEFAULT:** In case of failure to deliver goods or services in accordance with the Contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.
- Q. **INVOICES:** Invoices for services provided shall be submitted by the Contractor directly to the payment address shown on the Purchase Order/Contract. All invoices shall show the state Contract number and/or purchase order number (refer to **SECTION VI, METHOD OF PAYMENT** for payment address).
- R. **PAYMENT TERMS:** Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- S. **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract over \$50,000, as a result of this solicitation, the issuing agency will publicly post such notice on the DGS/DPS eVA web site (www.eva.state.va.us), the 3rd floor reception area, Department of the Treasury, 101 N. 14th Street, James Monroe Building, Richmond, Virginia and on the agency web site (www.trs.virginia.gov) for a minimum of 10 days.
- T. **DRUG-FREE WORKPLACE:** During the performance of this Contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the Contract.

- U. **NONDISCRIMINATION OF CONTRACTORS:** a bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this Contract because of race, religion, color, sex national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or

offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this Contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this Contract objects to the religious character of the faith-based organization from which the individual received or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

V. EVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION: The eVA Internet electronic procurement solution, web site portal www.eva.state.va.us streamlines and automates government purchasing activities in the Commonwealth. The portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution either through the eVA Basic Vendor Registration Service or eVA Premium Vendor Registration Service. All bidders or must register in eVA; failure to register will result in the bid being rejected.

- a. eVA Basic Vendor Registration Service: \$25 Annual Fee plus a Transaction Fee of 1% per order received. The maximum transaction fee is \$500 per order. eVA Basic Vendor Registration Service includes electronic order receipt, vendor catalog posting, on-line registration, and electronic bidding.
- b. eVA Premium Vendor Registration Service: \$200 Annual Fee plus a Transaction Fee of 1% per order received. The maximum transaction fee is \$500 per order. eVA Premium Vendor Registration Service includes all benefits of the eVA Basic Vendor Registration Service plus automatic email or fax notification of solicitations and amendments, and ability to research historical procurement data, as they become available.

SECTION V SPECIAL TERMS AND CONDITIONS

- A. **AUDIT:** The Contractor hereby agrees to retain all books, records, and other documents relative to this Contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, and/or State auditors shall have full access to and the right to examine any of said materials during said period.
- B. **CANCELLATION OF CONTRACT:** The purchasing agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the Contractor. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
- C. **DELIVERY:** The Contractor must ensure that all scheduled publication dates as provided in the Contract are met (see **SECTION VII, PRICING SCHEDULE**).
- D. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
- E. **AWARD OF CONTRACT:** The Department of the Treasury will make the award on a total sum cost basis to the lowest responsive and responsible Bidder. The purchasing office reserves the right to conduct any test it may deem advisable and to make all evaluations. The Department of the Treasury also reserves the right to reject any or all bids, in whole or in part, to waive informalities and to delete items prior to making the award, whenever it is deemed in the sole opinion of the Department of the Treasury to be in its best interest.
- F. **PRICE ESCALATION/DEESCALATION:** Price adjustments may be permitted only for changes in the Contractor's cost of materials, not to exceed 10% of the estimated costs. No price increases will be authorized for 30 calendar days after the effective date of the Contract. Price escalation may be permitted only at the end of this period and each 30 days thereafter and only where verified to the satisfaction of the purchasing office. However, "across the board" price decreases are subject to implementation at any time and shall be immediately conveyed to the Commonwealth.

The Contractor shall document the amount and proposed effective date of any general change in the price of materials. Documentation shall be supplied with the Contractor's request for increase which will: (1) verify that the requested price increase is general in scope and not applicable just to the Commonwealth of Virginia; and (2) verify the amount or percentage of increase which is being passed on to the Contractor by the Contractor's suppliers.

The purchasing office will notify the using agency and Contractor in writing of the effective date of any increase which it approves. The Contractor is further advised that decreases and/or refunds or rebates which affect the cost of materials are required to be communicated immediately to the purchasing office.

- G. **RENEWAL OF CONTRACT:** This contract may be renewed by the Commonwealth upon written agreement of both parties for up two (2) successive one year periods, under the terms and conditions of the original Contract, and at a reasonable time (approximately 90 days) prior to the expiration.
- H. **QUANTITIES:** Quantities set forth in this solicitation are estimates only, and the Contractor shall supply at bid prices actual quantities as ordered, regardless of whether such total quantities are more or less than those shown.
- I. **REFERENCES:** Bidders shall provide three (3) references where similar services have been provided. Each reference shall include the name of the organization, the complete mailing address, the name of contact person and telephone number (see **Attachment E**).
- J. **BID ACCEPTANCE PERIOD:** Any bid in response to this solicitation shall be valid for 30 days. At the end of the 30 days, the bid may be withdrawn at the written request of the bidder. If the bid is not withdrawn at that time, it remains in effect until an award is made or solicitation is canceled.
- K. **PROMPT PAYMENT DISCOUNTS:** The Department of the Treasury will pay within 30 days after acceptance and receipt of a proper invoice. A prompt payment discount offered for prompt payment of 15 calendar days or longer will be calculated in determining net low bid (see **Pricing Schedule**).
- L. **IDENTIFICATION OF BID ENVELOPE:** If a special envelope is not furnished or if return in the special envelope is not possible, the signed bid should be returned in a separate envelope or package, sealed and identified as follows:

From: _____

| | |
|------------------------------------|----------------------|
| Name of Bidder | Due Date/Time |
| Address | IFB Number |
| City/State/Zip | IFB Title |
| Name of Procurement Officer | |

The envelope should be addressed as directed on Page 1 of this solicitation.

- M. **eVA BUSINESS-TO-GOVERNMENT CONTRACTS AND ORDERS:** The Contract will result in one (1) eVA purchase order(s) per year for five (5) years (period of the Contract) with the 1% transaction fee capped at \$500 per order/year. The eVA transaction fee will be assessed approximately 30 days after each purchase order is issued. Any adjustments (increases/decreases) will be handled through eVA change orders. Internet electronic procurement solution, web site portal www.eva.state.va.us, streamlines and automates government purchasing activities in the Commonwealth. The portal is the gateway for vendors to conduct business with state agencies and public bodies. Vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement

solution and agree to comply with the following:

If this solicitation is for a term contract, failure to comply with the requirements in a. and b. below will be just cause for the Commonwealth to reject your bid or terminate this Contract for default.

- a. Submit a fully executed American Management Systems, Inc., (AMS) Trading Partner Agreement, a copy of which can be accessed and downloaded from www.eva.state.va.us. AMS is the Commonwealth's service provider to implement and host the eVA e-procurement solution.
- b. Provide an electronic catalog (price list) or index page catalog for items awarded under a term contract. The format of this electronic catalog shall conform to the eVA Catalog Interchange Format (CIF) Specification that can be accessed and downloaded from www.eva.state.va.us. Contractors should e-mail Catalog or Index Page information to eva-catalog-manager@dgs.virginia.gov.

SECTION VI METHOD OF PAYMENT

Final invoices must be delivered to the Department of the Treasury, Division of Unclaimed Property within 14 days after publication date. Verified invoices will be paid in accordance with the Commonwealth's Prompt Payment Act.

Submit invoices to:

Commonwealth of Virginia
Department of the Treasury
Division of Unclaimed Property
P. O. Box 2478
Richmond, VA 23218-2478

Deliver to invoices:

Department of the Treasury
Division of Unclaimed Property
3rd Floor, Monroe Tower Building
101 N. 14th Street
Richmond, VA 23219

SECTION VII PRICING SCHEDULE FOR CLASSIFIED ADS

| | Date of Publication | Names Published | Charge Per Name | Total Cost |
|---|------------------------|--------------------|--------------------|---------------|
| Central | | | | |
| 1. Richmond – Times Dispatch | | | \$ | \$ |
| 2. Farmville – Herald | | | \$ | \$ |
| 3. Hopewell News | | | \$ | \$ |
| 4. Petersburg – Progress Index | | | \$ | \$ |
| 5. Emporia – Independent Messenger | | | \$ | \$ |
| Northern | | | | |
| 6. Northern Virginia – Journal Newspapers | | | \$ | \$ |
| 7. Strasburg – Northern Virginia | | | \$ | \$ |
| 9. Warrenton – Fauquier Times-Dispatch | | | \$ | \$ |
| 10. Winchester Star | | | \$ | \$ |
| Western | | | | |
| 11. Roanoke Times | | | \$ | \$ |
| 12. Staunton Daily News Leader | | | \$ | \$ |
| 13. Waynesboro – News – Virginia | | | \$ | \$ |
| 14. Danville Register and Bee | | | \$ | \$ |
| Tidewater | | | | |
| 15. Franklin – Tidewater News | | | | |
| 16. Suffolk News Herald | | | \$ | \$ |
| 17. Newport News – Daily Press | | | \$ | \$ |
| 18. Norfolk – Virginian Pilot | | | \$ | \$ |
| | | | | |
| TOTAL | | | | \$ |
| | | | | |

SECTION VII EXAMPLE PRICING SCHEDULE FOR PRINT AND INSERTION ADS

| Region | Newspaper | Daily Circulation | Cost /1000 | Cost |
|---------------------------|--|-------------------|----------------------|---------------------|
| <u>Northern</u> | Northern Va Journals | 80,000 | | |
| | Fredericksburg Free Lance Star | 40,000 | \$ 70.00 | \$ 2,800.00 |
| | Strasburg Northern Va Daily | 10,000 | \$ 75.00 | \$ 750.00 |
| | Culpeper Star Exponent | 5,000 | \$ 98.00 | \$ 490.00 |
| | Warrenton Fauquier Democrat | 11,000 | \$ 77.00 | \$ 847.00 |
| | Potomac News Manassas Journal Messenger | 25,000 | \$ 72.00 | \$ 1,800.00 |
| | Total | 171,000 | | |
| <u>Western</u> | Bristol Herald Courier | 40,000 | \$ 90.00 | \$ 3,600.00 |
| | Covington Virginian Review | 7,000 | \$ 55.00 | \$ 385.00 |
| | Danville Register & Bee | 25,000 | \$ 75.00 | \$ 1,875.00 |
| | Farmville Herald | 9,000 | \$ 85.00 | \$ 765.00 |
| | Galax Gazette | 9,000 | \$ 113.00 | \$ 1,017.00 |
| | Harrisonburg Daily News Record | 32,000 | | |
| | Lynchburg News & Advance | 38,000 | \$ 44.00 | \$ 1,672.00 |
| | Pulaski Southwest Times | 5,000 | | |
| | Marion Smyth County News & Messenger | 6,000 | | |
| | Martinsville Bulletin | 17,000 | \$ 55.00 | \$ 935.00 |
| | Norton Coalfield Progress | 7,500 | \$ 105.00 | \$ 787.50 |
| | Roanoke Times | 100,000 | \$ 100.00 | \$ 10,000.00 |
| | South Boston Gazette Virginian | 12,000 | \$ 62.00 | \$ 744.00 |
| | Staunton Daily News Leader | 19,000 | \$ 95.00 | \$ 1,805.00 |
| | Tazewell Clinch Valley News | 2,500 | \$ 75.00 | \$ 187.50 |
| | Waynesboro News Virginian | 2,500 | | |
| | Wytheville Southwest Virginia Enterprise | 6,500 | \$ 105.00 | \$ 682.50 |
| | Total | 338,000 | | |
| <u>Tidewater</u> | Norfolk Virginian-Pilot | 200,000 | \$ 110.00 | \$ 22,000.00 |
| | Newport News Daily Press | 95,000 | \$ 110.00 | \$ 10,450.00 |
| | Gloucester Mathews Gazette Journal | 12,000 flat | | \$ 900.00 |
| | Kilmarnock Rappahannock Record | 8,000 flat | | \$ 640.00 |
| | Total | 315,000 | | |
| <u>Central</u> | Richmond Free Press | 27,000 | \$ 85.00 | \$ 2,295.00 |
| | Richmond Times Dispatch | 195,000 | \$ 110.00 | \$ 21,450.00 |
| | Charlottesville Daily Progress | 31,000 | \$ 97.00 | \$ 3,007.00 |
| Distribution Total | | 253,000 | | \$ 91,884.50 |
| Grand total for print run | | 1,077,000 | | |
| Names | | 33,000 | | |
| Printing Estimate: | | | | |
| Region | # of copies required | Size of insert | Cost | |
| Northern | 171,000 | Tab / 24 page | \$ 18,000.00 | |
| Western | 338,000 | Tab / 12 page | \$ 17,000.00 | |
| Tidewater | 315,000 | Tab / 24 page | \$ 30,000.00 | |
| Central | 253,000 | Tab / 16 page | \$ 15,000.00 | |
| | | | \$ 80,000.00 | |
| Grand Total | | | \$ 171,884.50 | |

SECTION VIII ATTACHMENTS

- A. Required Notice
- B. Example of Advertisement Layout
- C. Inquiry Form
- D. Additional Information to be included in Publication
- E. Contractor Data Sheet and Vendor References
- F. Standard Form of Commonwealth of Virginia Contract
- G. Report on Participation by Small, Women-Owned & Minority Businesses
- H. Definitions of Certain Terms

ATTACHMENT A
COMMONWEALTH OF VIRGINIA UNCLAIMED PROPERTY ACT
REQUIRED COPY FOR ADVERTISEMENT

ATTACHMENT A

Pursuant to Chapter 11.1 of Title 55 of the *Code of Virginia* entitled, "The Unclaimed Property Act," notice is hereby given that the persons listed appear to be the owners of abandoned personal property. The property is in the custody of the State Treasurer and will remain there until ownership is established. Persons believing to be the owner or legal heirs may obtain further information concerning the property and claiming instructions by writing to:

Commonwealth of Virginia
Department of the Treasury
Division of Unclaimed Property
PO Box 2478
Richmond, VA 23207-2478

To avoid duplication, please respond only once. Please specify the name and account number as they appear in this list. Use of the inquiry form will expedite a response.

Jody M. Wagner
State Treasurer

ATTACHMENT B
COMMONWEALTH OF VIRGINIA UNCLAIMED PROPERTY LIST
DEPARTMENT OF THE TREASURY - 2004
EXAMPLE OF ADVERTISEMENT LAYOUT

COMMONWEALTH OF VIRGINIA UNCLAIMED PROPERTY LIST

DEPARTMENT OF THE TREASURY

ACCOMPLISH

ATTACHMENT C
INQUIRY FORM - EXAMPLE OF FORM FOR ADVERTISEMENT

This publication lists the names of recently reported unclaimed property owners with addresses in this newspaper's publication area. Listed also may be owner names reported without addresses if the reporting entity had an address within the publication's area. Various other newspapers across the state will carry lists of owners in their respective areas.

TO DETERMINE IF YOU HAVE PROPERTY

For the fastest response, go to this website and initiate your inquiry there:

www.VaMoneySearch.org



Look for this Logo.

Click on it and follow the instructions.

Or you may mail or fax the requested information to the address or fax number listed below. Please be sure to include all requested information. During this period of high volume, response time may be 6 to 8 weeks from date of receipt of this form.

TO AVOID DUPLICATION, PLEASE RESPOND ONLY ONCE

PLEASE COMPLETE THE REQUESTED INFORMATION:

ADVERTISED ACCOUNT # _____ IS THIS PERSON DECEASED? _____

NAME _____ SOCIAL SECURITY # _____ - _____ - _____

SPOUSE'S NAME _____ SOCIAL SECURITY # _____ - _____ - _____

CURRENT ADDRESS _____

CITY _____ STATE _____ ZIP CODE: _____

HOME PHONE# (____) _____ DAYTIME PHONE # (____) _____

E-MAIL ADDRESS _____

PREVIOUS ADDRESSES (Including city, state and zip code):

IF YOU ARE RESPONDING FOR SOMEONE ELSE, PLEASE COMPLETE THE FOLLOWING:

YOUR NAME _____ DAYTIME TELEPHONE # (____) _____

ADDRESS _____

CITY _____ STATE: _____ ZIP CODE: _____

RELATIONSHIP TO INQUIRY NAME- _____

Property becomes unclaimed when there is no activity by the owner for a time period specified in the *Code of Virginia*. This property may include funds from dormant checking and savings accounts, unpaid wages and commissions, stocks, mutual funds, certificates, contents from safe deposit boxes, cash dividends, credit balances, money orders, utility deposits, refunds and other types of property. Real Property (land and buildings) is not included. Businesses are required to make attempts to locate owners; however, if the business cannot locate the owner, it is required to report the unclaimed property to the Commonwealth. Thereafter, owners contact this Division to claim their property. Central

THERE IS NO TIME LIMIT PLACED ON CLAIMING YOUR PROPERTY AND THERE IS NO FEE

Send the completed form to: Department of the Treasury, Division of Unclaimed Property, PO Box 2478, Richmond, Virginia

23218. Fax #: (804) 692-0576

ATTACHMENT D
ADDITIONAL INFORMATION TO BE INCLUDED IN PUBLICATION
REQUIRED COPY FOR ADVERTISEMENT

ATTACHMENT D

This statement is included on the Inquiry form (**Attachment C**) but included here as well.

Property becomes unclaimed when there is no activity by the owner for a time period specified in the *Code of Virginia*. This property may include funds from dormant checking and savings accounts, unpaid wages and commissions, securities, gift certificates, contents from safe deposit boxes, cash dividends, credit balances, uncashed money orders, utility deposits, refunds, and other types of property. Real property (land and buildings) is not included. Businesses are required to make attempts to locate owners; however, if the business cannot locate the owner, it is required to report the unclaimed property to the Commonwealth. Thereafter, owners contact this Division to claim their property.

THERE IS NO TIME LIMIT PLACED ON CLAIMING YOUR PROPERTY, AND THERE IS NO FEE!

**ATTACHMENT E
CONTRACTOR DATA SHEET
AND VENDOR REFERENCES**

TO BE COMPLETED AND RETURNED BY THE CONTRACTOR

FAILURE TO FURNISH THIS DATA MAY RESULT IN DECLARING YOUR BID NONRESPONSIVE!

1. **QUALIFICATION OF CONTRACTOR:** The Contractor certifies that they have the capability and capacity in all respects to fully satisfy all of the contractual requirements.
2. **TYPE OF ORGANIZATION:** (check one) ☐ Individual ☐ Sole Proprietor
☐ Partnership ☐ Corporation ☐ Government ☐ Other
3. **YEARS IN BUSINESS:** Indicate the length of time in business providing this type of equipment and service: _____ years. Type of business: _____.
4. **CONFLICT OF INTEREST DISCLOSURE STATEMENT:** Does any officer or employee of the Virginia Department of the Treasury, or member of their immediate family, have a personal interest in this Contract?
YES / NO

Personal interest shall exist by reason of (I) ownership of more than three percent (3%) of the total equity of the business; (II) annual income that exceeds, or may reasonably be anticipated to exceed \$10,000 from ownership in real or personal property in a business; (III) salary, other compensation, fringe benefits, or benefits from the use of property, or any combination thereof, paid or provided by a business that exceeds, or may reasonably be anticipated to exceed, \$10,000 annually; (IV) ownership of real or personal property if the interest exceeds \$10,000 in value and excluding ownership in a business, income, or salary, other compensation, fringe benefits or benefits from the use of property; or (V) personal liability incurred or assumed on behalf of a business if the liability exceeds three percent (3%) of the asset value of the business.

5. **CERTIFICATION:** The Contractor certifies by their signature below that the information provided is true, correct and complete.

| | |
|--------------------|--------------------------------|
| Contractor's Name: | By (Signature in Ink): |
| Complete Address: | Name (please print) and Title: |
| | Date: |
| City/State/Zip: | Federal Identification Number: |
| Telephone Number: | Facsimile Number: |

6. **REFERENCES:** Provide three (3) references where similar services have been provided. Each reference shall include the name of the organization, the complete mailing address, the name of contact person and telephone number.

ATTACHMENT F
COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT

Attachment F represents the proposed Contract, which the Commonwealth would expect the Contractor to sign.

**COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT**

**DEPARTMENT OF THE TREASURY
Contract Number UCP 05-007**

This Contract is entered into this ___ day of ___, 2005, by _____, hereinafter called the "Contractor", and the Commonwealth of Virginia, Department of the Treasury, hereinafter called the "Purchasing Agency".

WITNESSETH that the Contractor and the Purchasing Agency, in consideration of the mutual covenants, promises, and agreements herein contained, agree as follows:

SCOPE OF CONTRACT: The Contractor shall provide the publication services to the Purchasing Agency as set forth in the Contract Documents.

PERIOD OF PERFORMANCE: On or before **April 1, 2005** through **March 31, 2008** with the option to renew for up to two (2) additional one year periods, in accordance with the terms and conditions found herein.

CONTRACT DOCUMENTS: The Contract Documents shall consist of:

- (1) This signed form;
- (2) The following portions of the Invitation for Bids dated **March 1, 2005**:
 - (a) The Scope of Work/Description of Items,
 - (b) The General Terms and Conditions,
 - (c) The Special Terms and Conditions,
 - (d) Attachments A through H
- (3) The Contractor's Bid dated _____, **2005**, which is incorporated herein.

IN WITNESS WHEREOF the parties have caused this Contract to be duly executed intending to be bound thereby.

CONTRACTOR

**COMMONWEALTH OF VIRGINIA
Department of the Treasury**

By: _____
(Signature in Ink)

By: _____
(Signature in Ink)

Name: _____
(Printed)

Name: Jody M. Wagner
(Printed)

Title: _____

Title: Treasurer of Virginia

Date: _____

Date: _____

ATTACHMENT G

**BIDDER'S REPORT ON SMALL, WOMEN-OWNED
AND MINORITY-OWNED BUSINESSES**

1. PARTICIPATION BY SMALL BUSINESSES

- A. Bidder certifies that it () is, () is not, a small business concern (including its affiliates) which is independently owned and operated. For the purpose of this procurement, a small business is a concern that is not dominant in the field of operation in which it is contracting and can further qualify under the criteria concerning number of employees, average annual receipts, or other criteria, as prescribed by the United States Small Business Administration.
- B. List small businesses with which the Bidder has contracted or done business and dollar amounts spent with each of these businesses in the most recent 12-month period for which data is available. Bidders are encouraged to provide additional information and expand upon the following format:

PERIOD: From:_____ To:_____

| FIRM NAME, ADDRESS & PHONE NO. | CONTACT PERSON | TYPE GOODS/ SERVICES | DOLLAR AMOUNTS | % TOTAL CO. EXPENDITURES FOR GOODS & SERVICES *** |
|--------------------------------------|-------------------|-------------------------|-------------------|--|
| | | | | |
| | | | | |
| | | | | |
| | | | | |

When figuring the totals in this column, the total expenditures for all three categories (small, women and minority-owned businesses) can not exceed 100%.

- C. Describe Bidder's plans to involve small businesses in the performance of this Contract either as part of a joint venture, as a partnership, as subcontractors or as suppliers. Bidders are encouraged to provide additional information and expand upon the following format:

PERIOD: From:_____ To:_____

| FIRM NAME, ADDRESS & PHONE NO. | CONTACT PERSON | TYPE GOODS/ SERVICES | DOLLAR AMOUNTS | % OF TOTAL CONTRACT *** |
|--------------------------------------|-------------------|-------------------------|-------------------|----------------------------|
| | | | | |
| | | | | |
| | | | | |

When figuring the totals in this column, the total expenditures for all three categories (small, women and minority-owned businesses) can not exceed 100%.

2. PARTICIPATION BY BUSINESSES OWNED BY WOMEN

- A. Bidder certifies that it () is, () is not, a women's business enterprise or women owned business. For the purpose of this procurement, a woman owned business is a concern that is at least 51 percent owned by a woman or women who also control and operate it. In this context, "control" means exercising the power to make policy decisions, and "operate" means being actively involved in the day-to-day management.
- B. List businesses owned by women with whom the Bidder has contracted or done business and dollar amounts spent with each of these businesses in the most recent 12-month period for which data is available. Bidders are encouraged to provide additional information and expand upon the following format:

PERIOD: From: _____ To: _____

| FIRM NAME, ADDRESS & PHONE NO. | CONTACT PERSON | TYPE GOODS/ SERVICES | DOLLAR AMOUNTS | % TOTAL CO. EXPENDITURES FOR GOODS/SERVICES FROM WOMEN-OWNED BUS. *** |
|--------------------------------------|-------------------|-------------------------|-------------------|--|
| | | | | |
| | | | | |
| | | | | |
| | | | | |

***When figuring the totals in this column, the total expenditure for all three categories (small, women, and minority-owned businesses) can not exceed 100% ***

- C. Describe Bidder's plans to involve businesses owned by women in the performance of this contract, either as part of a joint venture, as a partnership, as subcontractors or as suppliers. Bidders are encouraged to provide additional information and expand upon the following format:

PERIOD: From: _____ To: _____

| FIRM NAME, ADDRESS & PHONE NO. | CONTACT PERSON | TYPE GOODS/ SERVICES | DOLLAR AMOUNTS | % OF TOTAL CONTRACT WOMEN-OWNED BUS. *** |
|--------------------------------------|-------------------|-------------------------|-------------------|---|
| | | | | |
| | | | | |
| | | | | |
| | | | | |

***This column reflects what percentage of the 100% value of this contract you will award to women-owned businesses ***

3. PARTICIPATION BY BUSINESSES OWNED BY MINORITIES

- A. Bidder certifies that it () is, () is not, a minority business enterprise or minority owned business. For the purpose of this procurement, a minority-owned business is a concern that is at least 51 percent owned by one or more socially and economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such persons include, but are not limited to, African Americans, Hispanic Americans, Asian Americans, American Indians, Eskimos, and Aleuts.
- B. List businesses owned by minorities with which the Bidder has contracted or done business and dollar amounts spent with each of these businesses in the most recent 12-month period for which data is available. Bidders are encouraged to provide additional information and expand upon the following format:

PERIOD: From: _____ To: _____

| FIRM NAME, ADDRESS & PHONE NO. | CONTACT PERSON | TYPE GOODS/ SERVICES | DOLLAR AMOUNTS | % TOTAL CO. EXPENDITURES FOR GOODS/SERVICES FROM MINORITY-OWNED BUS.*** |
|--------------------------------------|-------------------|-------------------------|-------------------|--|
| | | | | |
| | | | | |
| | | | | |
| | | | | |

***When figuring the totals in this column, the total expenditure for all three categories (small, women, and minority-owned businesses) can not exceed 100% ***

- C. Describe Bidder's plans to involve minority businesses in the performance of this Contract, either as part of a joint venture, as a partnership, as subcontractors or as suppliers. Bidders are encouraged to provide additional information and expand upon the following format:

PERIOD: From: _____ To: _____

| FIRM NAME, ADDRESS & PHONE NO. | CONTACT PERSON | TYPE GOODS/ SERVICES | DOLLAR AMOUNTS | % OF TOTAL CONTRACT MINORITY-OWNED BUS*** |
|--------------------------------------|-------------------|-------------------------|-------------------|--|
| | | | | |
| | | | | |
| | | | | |

***This column reflects what percentage of the 100% value of this contract you will award to minority-owned businesses ***

ATTACHMENT H

DEFINITIONS OF CERTAIN TERMS

For the purpose of this IFB, the following shall serve as definitions:

PERIOD is the specified 12-month period for which the information provided in this list is applicable and valid. The period will be specified as month and year.

FIRM NAME, ADDRESS AND PHONE NUMBER is the name address and business phone number of the small business, women owned business or minority owned business with which the Bidder has contracted or done business over the specified period or plans to involve on this Contract, as applicable.

CONTACT PERSON is the name of the individual in the specified small business, women owned business or minority owned business who would have knowledge of the specified contracting and would be able to validate the information provided in this list.

TYPE GOODS OR SERVICES is the specific goods or services the Bidder has contracted for from the specified small, women owned or minority owned business over the specified period of time or plans to use in the performance of this contract, as applicable. The Bidder will asterisk (*) those goods and services that are in the Bidder's primary business or industry.

DOLLAR AMOUNT is the total dollar amount (in thousands of dollars) the Bidder has contracted for or has done business with the listed firm during the specified period or plans to use on this Contract, as applicable.

% TOTAL COMPANY EXPENDITURES FOR GOODS AND SERVICES is calculated by dividing the dollar amount of business conducted or contracted for with the indicated firm over the specified period by the total expenditure of the Bidder over the specified period for goods and services.

% OF TOTAL CONTRACT is calculated by dividing the estimated dollars planned for the indicated firm on this Contract by the total Bidder estimated price of this Contract.

SMALL BUSINESS is a concern that is not dominant in the field of operation in which it is contracting and can further qualify under the criteria concerning number of employees, average annual receipts, or other criteria, as prescribed by the United States Small Business Administration.

WOMAN-OWNED BUSINESS is a concern that is at least 51 percent owned by a woman or women who also control and operate it. In this context, "control" means exercising the power to make policy decisions, and "operate" means being actively involved in the day-to-day management.

MINORITY-OWNED BUSINESS is a concern that is at least 51 percent owned by one or more socially and economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such persons include, but are not limited to, African Americans, Hispanic Americans, Asian Americans, American Indians, Eskimos, and Aleuts.